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July 21, 1999

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U.S. DEPARTMENT OF JUSTICE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

**EX PARTE PRESENTATION
BY HAND DELIVERY**

Magalie Roman Salas, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: In the Matter of Implementation of the Local Competition Provisions in
the Telecommunications Act of 1996, CC Docket No. 96-98

Dear Ms. Salas:

The Association for Local Telecommunications Services ("ALTS"), through its undersigned counsel, wishes to take this opportunity to respond to the recent allegations of incumbent local exchange carriers' ("ILECs") concerning the feasibility of providing sub-loop unbundling to competitive local exchange carriers ("CLECs"). These ILECs assert that sub-loop unbundling raises a host of technical, safety, security, and maintenance issues. Contrary to these unsubstantiated assertions, the decisions of several state commissions as well as the practice of at least one ILEC demonstrate that sub-loop unbundling is technically feasible.

SEVERAL STATE COMMISSIONS HAVE REQUIRED SUB-LOOP UNBUNDLING

Several state regulatory commissions have required the ILECs to provide sub-loop unbundling on the basis that such unbundling is technically feasible.

Florida. In response to AT&T's request that GTE provide sub-loop elements, including loop distribution, loop concentrator/multiplexer, and loop feeder, on a unbundled basis,

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the Florida Public Service Commission found that sub-loop unbundling was technically feasible and required GTE to provide unbundled sub-loop elements.¹

Minnesota. Noting that sub-loop unbundling will promote competition by allowing new entrants to use their own feeder plant where available, the Minnesota Public Utilities Commission (Minnesota PUC") has required U S WEST to unbundle loop distribution, loop concentrator/multiplexer, and loop feeder.² In a separate decision, the Minnesota PUC found persuasive MCI's demonstration that "the sharing of an FDI by incumbent has occurred for years without the degradation of facilities envisioned by U S WEST," and required U S WEST to sub-loop unbundle at the FDI for all CLECs.³

Missouri. The Missouri Public Service Commission has required SBC Communications to provide access to loop distribution plant, loop concentrator/multiplexer, and loop feeder.⁴

¹ See *Petition by AT&T Communications of the Southern States, Inc., MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with GTE Florida Incorporated Concerning Interconnection and Resale Under the Telecommunications Act of 1996*, Docket Nos. 960847-TP & 960980-TP, Order No. PSC-97-0064-FOF-TP, 97 PSC 1:263 (Jan. 17, 1997) (excerpts are attached as Exhibit A).

² See *In the Matter of MFS Communications Company's Petition for Arbitration with U S WEST Communications, Inc. Pursuant to Section 252(b) of the Federal Telecommunications Act of 1996*, Docket No. P-3167, 421/M-96-729, 1997 Minn. PUC LEXIS 48 (Mar. 17, 1997) (excerpts are attached as Exhibit B).

³ See *In the Matter of the Consolidated Petitions of AT&T Communications of the Midwest, Inc., MCI Metro Access Transmission Services, Inc., and MFS Communications Company for Arbitration with U S WEST Communications, Inc. Pursuant to Section 252(b) of the Federal Telecommunications Act of 1996*, Docket Nos. P-442, 421/M-96-855, P-5321, 421/M-96-909, P-3167, 421/M-96-729, 1996 Minn. PUC LEXIS 161 (Dec. 2, 1996) (excerpts are attached as Exhibit C).

⁴ See *In the Matter of AT&T Communications of the Southwest, Inc.'s Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Southwestern Bell Telephone Company; In the Matter of the Petition of MCI Telecommunications Corporation and its Affiliates, Including MCI Metro Access Transmission Services, Inc. for Arbitration and Mediation Under the Federal Telecommunications Act of 1996 of Unresolved Interconnection Issues with Southwestern Bell Telephone Company*, Case Nos. TO-97-40 & TO-97-67, 1996 Mo. PSC LEXIS 65, 5 Mo. P.S.C. 3d 274 (Dec. 11, 1996) (excerpts are attached as Exhibit D).

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New York. In New York, the Public Service Commission required Bell Atlantic-New York (then Nynex) to provide sub-loop unbundling "in light of the potential value of [sub-loop] unbundling for an increase in the construction of local facilities in New York."⁵

**AT LEAST ONE ILEC HAS AGREED TO PROVIDE SUB-LOOP UNBUNDLING
PURSUANT TO ITS STATEMENT OF GENERALLY AVAILABLE TERMS AND
CONDITIONS**

A further proof that sub-loop unbundling is technically feasible is BellSouth's assurances that it will provide sub-loop unbundling in several states pursuant to its Statement of Generally Available Terms and Conditions ("SGATC"). BellSouth's SGATCs in Georgia,⁶ Louisiana,⁷ and Tennessee,⁸ among others, demonstrate that BellSouth can provide sub-loop unbundling to CLECs.

THE BOTTOM LINE

It is now beyond dispute that sub-loop unbundling is technically feasible. Several state commissions have already recognized this and, accordingly, have required the ILECs to provide unbundled sub-loop elements. Similarly, at least one ILEC effectively has acknowledged, through its SGATCs, that sub-loop unbundling *can* be done. As a matter of common sense and sound public policy, if sub-loop unbundling is technically feasible in one state, it must be technically feasible in all states. Likewise, if it is technically feasible for one ILEC to provide sub-loop unbundling, there is no reason why it would not be technically feasible for other ILECs to do so. The Commission has recognized as much in its recent *Collocation Order*:

We recognize that different incumbent LECs make different collocation arrangements available on a region by region, state by state, and even central office by central office basis. Based on the record, we now conclude that the deployment by any incumbent LEC of a collocation arrangement gives rise to a

⁵ See *Petition of MCI Telecommunications Corporation Pursuant to Section 252(b) of the Telecommunications Act of 1996, for Arbitration to Establish an Inter-carrier Agreement Between MCI and New York Telephone Company*, Case 96-C-0787, 1998 N.Y. PUC LEXIS 99 (Feb. 13, 1998) (excerpts are attached as Exhibit E).

⁶ See Exhibit F (BellSouth Georgia SGATC Excerpts).

⁷ See Exhibit G (BellSouth Louisiana SGATC Excerpts).

⁸ See Exhibit H (BellSouth Tennessee SGATC Excerpts).

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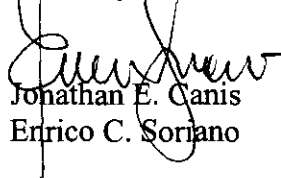
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rebuttable presumption in favor of a competitive LEC seeking collocation in any incumbent LEC premises that such an arrangement is technically feasible.⁹

Accordingly, the ILECs must be required to provide sub-loop unbundling consistent with the mandates of the Communications Act of 1934, as amended.

Sincerely,



Jonathan E. Canis
Enrico C. Soriano

Jonathan Askin
Vice President - Law
ALTS

**ON BEHALF OF THE ASSOCIATION FOR LOCAL
TELECOMMUNICATIONS SERVICES**

cc: Claudia Fox, Esq. (w/ encl.)
Jake Jennings, Esq. (w/ encl.)
Chris Libertelli, Esq. (w/ encl.)
Jonathan Reel, Esq. (w/ encl.)
Sanford Williams, Esq. (w/ encl.)

⁹ *Deployment of Wireline Services Offering Advanced Telecommunications Services Capability*, FCC 99-48, CC Docket No. 98-147, First Report and Order and Further Notice of Proposed Rulemaking, 1999 FCC LEXIS 1327, ¶ 45 (Mar. 31, 1999) (*Collocation Order*).

A

34TH OPINION of Level 1 printed in FULL format.

In Re: Petitions by AT&T Communications of the Southern States, Inc., MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc., for arbitration of certain terms and conditions of a proposed agreement with GTE Florida Incorporated concerning interconnection and resale under the Telecommunications Act of 1996

DOCKET NO. 960847-TP; DOCKET NO. 960980-TP; ORDER NO. PSC-97-0064-FOF-TP

Florida Public Service Commission

97 FPSC 1:263

January 17, 1997

CORE TERMS: network, carrier, customer, resale, unbundled, wholesale, incumbent, retail, telecommunication, interconnection, billing, loop, directory, switch, interface, provider, technically, feasible, routing, transport, switching, discount, capability, pricing, customized, interim, nondiscriminatory, database, reseller, toll

PANEL:

The following Commissioners participated in the disposition of this matter: SUSAN F. CLARK, Chairman, J. TERRY DEASON, JOE GARCIA, JULIA L. JOHNSON, DIANE K. KIESLING

Tracy Hatch, Esquire, and Michael W. Tye, Esquire, 101 North Monroe Street, Suite 700, Tallahassee, Florida 32301

On behalf of AT&T Communications of the Southern States, Inc.

Richard D. Melson, Esquire, Hopping Green Sams & Smith, 123 South Calhoun Street, Tallahassee, Florida 32301, and Martha McMillin, Esquire, 780 Johnson Ferry Road, Suite 700, Atlanta, Georgia 30342

On behalf of MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc.

Anthony P. Gillman, Esquire, Post Office Box 110, FLTC0007, Tampa, Florida 33601

On behalf of GTE Florida Incorporated

Donna L. Canzano, Esquire, Monica M. Barone, Esquire, and Charlie J. Pellegrini, Esquire, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850

On behalf of the Commission Staff

OPINION:

[*264] FINAL ORDER ON ARBITRATION

BY THE COMMISSION:

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this order.

B. Specific Network Elements

Network Interface Device

The FCC rules define the network interface device (NID) as a cross-connect device used to connect loop facilities to inside wiring. These rules require incumbent LECs to connect the inside wiring of premises to requesting telecommunications carriers' loops through the incumbent LEC's NID. The FCC states that the requesting telecommunications carrier shall establish this connection through an adjoining NID deployed by the telecommunications carrier. The FCC recognizes, however, that competitors may benefit [*273] by connecting directly to the incumbent LEC's NID and avoiding the cost of deploying their own NIDs. The FCC has deferred to the states to determine whether direct connection to the incumbent LEC's NID can be achieved in a technically feasible manner.

MCI originally requested the ability to connect directly to GTEFL's NID, but has now agreed to a NID-to-NID arrangement, as set forth by the FCC. AT&T, however, is requesting the ability to directly connect to GTEFL's NID. GTEFL witness Hartshorn states that GTEFL will allow AT&T and MCI to connect their loops directly to GTEFL's NID, provided that such interconnection does not adversely affect the reliability and security of GTEFL's network, that GTEFL recovers all costs associated with unbundling its NID, and that GTEFL receives "just and reasonable" compensation from AT&T and MCI for the unbundled NID.

Upon consideration of the evidence, we find that GTEFL should allow AT&T and MCI to directly connect to its NID, where spare capacity is available. GTEFL's loop will still be connected to the NID and thus will be properly grounded and secure. We are concerned, however, over the lack of safety code guidelines for NIDs that have no spare capacity. Therefore, in instances where spare capacity does not exist, we find that AT&T and MCI should adhere to the FCC rules concerning a NID-to-NID arrangement until such times as the appropriate guidelines are developed and incorporated within the National Electric Safety Code.

Loop Distribution, Loop Concentrator/Multiplexer, Loop Feeder

The local loop facility provides a transmission path from the local end user's premises to the local switch. In addition to requesting access to the local loop facility as a whole, AT&T also requests the subloop elements on a unbundled basis. The subloop elements consist of the loop distribution, the loop concentrator/multiplexer, and the loop feeder. MCI requests that GTEFL unbundle the loop distribution where there is an existing cross-connect in GTEFL's network.

AT&T witness Crafton and MCI witness Powers assert that the unbundling of loop distribution is required in instances where their companies deploy local fiber rings and their own switches, but do not own the facilities to span the "last mile" to the customers' premises. AT&T states that it could use fiber rings to transport traffic between its central office and GTEFL's loop distribution, along with a loop concentrator/multiplexer to transfer traffic from its central office to the customer's premises. AT&T witness Crafton also states that if the loop concentrator/multiplexer is located in the building in

which the traffic is being transmitted (e.g., office buildings), the use of GTEFL's loop concentrator/multiplexer and loop distribution plant is generally the most efficient way for AT&T to reach individual customers. MCI witness Powers contends that the unbundling of loop distribution facilities would encourage more rapid development of facilities-based competition.

AT&T witness Crafton asserts that the unbundling of the loop concentrator/multiplexer will effectively allow AT&T to purchase only the specific functions required to provide local services to consumers. AT&T also asserts that GTEFL should unbundle the loop feeder to allow AT&T to gain access to its customers in situations where it has deployed its own distribution plant or has purchased that functionality from another [*274] vendor, but will continue to use GTEFL's feeder capabilities to transport traffic to and from GTEFL's central office.

GTEFL witness Hartshorn states that GTEFL agrees to provide loop distribution, loop feeder, and loop concentrator/multiplexer as unbundled elements on an individual case-by-case basis, provided that AT&T notifies GTEFL when it intends to deploy any service-enhancing copper cable technology, and if so, certifies that such technology will not interfere with GTEFL's existing or future technology within a given cable sheath or other GTEFL facility. Witness Hartshorn states that AT&T must also pay all the costs associated with unbundling the loop from the switch, including the costs of testing AT&T's technology and the costs of any loop conditioning.

GTEFL states that a case-by-case approach is needed because there is no standard network configuration; therefore, the technical feasibility of such unbundling depends on the manner in which each particular loop is configured. GTEFL witness Hartshorn claims that in order to unbundle loops at central offices that use integrated digital loop concentrators (IDLCs), GTEFL would need to install channel boxes, which would cost millions of dollars. Although AT&T witness Crafton acknowledged this problem and noted various ways to unbundle IDLCs, AT&T asserts that the costs of unbundling IDLC loops are driven by the frequency with which these systems have been deployed and by how often new entrants find it cost effective to use unbundled loops. GTEFL states that while there may be more cost-effective methods of provisioning the unbundled loops, AT&T must notify GTEFL of the specific central offices or specific loops it wishes to unbundle, and the parties must discuss the feasibility of the request.

GTEFL also contends that the integrity of the network would be at risk if AT&T and other carriers were given unrestricted access to GTEFL's cross-connection locations in order to connect and disconnect their facilities. AT&T believes, however, that reasonable reporting procedures could be developed that would protect the network from harm and would not unfairly restrict the use of unbundled elements. MCI contends that its willingness to have all work at the cross-connection point performed for MCI by GTEFL personnel should alleviate GTEFL's security or reliability concerns.

While MCI and AT&T agree that a case-by-case approach would be appropriate in some circumstances, AT&T witness Crafton states that the parties have not come to an agreeable Bona Fide Request Process procedure that would require GTEFL to respond within a set time to good faith requests. In addition, MCI's witness asserts that there is no reason to require case-by-case analysis of unbundled loop distribution where MCI is only requesting interconnection at existing cross-connection points.

The FCC defines the local loop network element as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the network interface device at the customer premises. This definition includes, for example, two-wire and four-wire analog voice-grade loops and two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals. While GTEFL argues that it is not technically feasible to unbundle loops at central offices that use IDLCs, the FCC order specifically found that it is technically feasible to unbundle IDLC-delivered loops. The FCC concluded that:

[*275] . . . incumbent LECs must provide competitors with access to unbundled loops regardless of whether the incumbent LEC uses integrated digital loop carrier technology, or similar remote concentration devices, for the particular loop sought by the competitor. IDLC technology allows a carrier to aggregate and multiplex loop traffic at a remote concentration point and to deliver that multiplexed traffic directly into the switch without first demultiplexing the individual loops. FCC Order No. 96-325, at P383.

We find that it is technically feasible to unbundle IDLC-delivered loops. One way to unbundle an individual loop from an IDLC is to use a demultiplexer to separate the unbundled loop(s) prior to connecting the remaining loops to the switch. . . . Again, the costs associated with these mechanisms will be recovered from requesting carriers. (FCC 96-325, P384)

We note that the FCC's definition of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such a request does not affect whether satisfying such a request is technically feasible. See 47 C.F.R. § 51.5.

The FCC also addressed subloop unbundling by stating that subloop unbundling could give competitors flexibility in deploying some portions of loop facilities, while relying on the incumbent LEC's facilities where convenient. The FCC noted that several LECs and USTA had asserted that incumbent LECs would need to create databases for identifying, provisioning, and billing for subloop elements and that there was insufficient space at certain possible subloop interconnection points. The FCC stated that these concerns were not, however, "technical" considerations under its interpretation of the term "technically feasible". FCC Order No. 96-325, at P390.

We note that the FCC declined to make a determination on subloop unbundling, because proponents did not address certain LEC concerns, such as access by competitors' personnel to incumbent LEC equipment, which raised network reliability issues. See FCC Order No. 96-325, at P391.

Upon consideration of the evidence, we find that MCI's proposal for unbundling loop distribution and AT&T's proposal for unbundling loop distribution, loop concentrator/multiplexer, and loop feeder are technically feasible. While GTEFL may incur additional costs in providing certain network configurations, such as unbundling with IDLCs, the FCC has determined that costs are not relevant to the issue of technical feasibility. Therefore, we hold that GTEFL shall unbundle loop distribution (including at the IDLC as [*276]

requested by AT&T), loop concentrator/multiplexer (AT&T only), and loop feeder (AT&T only).

Local Switching

The FCC determined that incumbent LECs must provide local switching as an unbundled network element. Section 51.319(c)(1)(i) of the FCC rules defines the local switching network element to encompass:

(A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card;

(B) trunk-side facilities which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a trunk card; and

(C) all features, functions, and capabilities of the switch which include, but are not limited to:

(1) the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, trunks to trunks, as well as, the same basic capabilities made available to the incumbent LEC's customers, such as a telephone number, white page listing, and dial tone; and

(2) all other features that the switch is capable of providing, including but not limited to custom calling, custom local area signalling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch.

GTEFL states that it will unbundle the port, which does not include all the vertical features in the switch. GTEFL asserts that through the port, AT&T and MCI can obtain access to both the local switching capability of GTEFL's switch and the capability to route calls from the trunk side of the switch (e.g., switched access, toll, E-911, directory service). GTEFL believes this access is sufficient to allow the ALECs to effectively compete in the local market. In addition, GTEFL asserts that the local switching element includes all vertical features that the switch is capable of providing, including custom calling, custom [*277] local area signaling service features, and Centrex, as well as any technically feasible customized functions.

AT&T asserts that GTEFL has an incorrect understanding of local switching as an unbundled network element. AT&T argues in its brief that local switching is an independent network element, which is separate from the other elements that GTEFL claims must be attached to local switching. AT&T argues that the inclusion of other features and capabilities would require AT&T to purchase more services than it actually requires. AT&T states that GTEFL should also provide the port offering and not just local switching, because it is not technically feasible for GTEFL's local switch to route calls to AT&T operator systems, transport facilities, and other AT&T facilities.

GTEFL states that its switches cannot perform customized routing. More specifically, though, GTEFL witness Hartshorn states that GTEFL's switches lack the capacity to perform customized routing. He does not state that GTEFL's switches lack the capability to perform customized routing. We address this issue later in this order.

80TH OPINION of Level 1 printed in FULL format.

In the Matter of MFS Communications Company's Petition for Arbitration with US WEST Communications, Inc. Pursuant to Section 252(b) of the Federal Telecommunications Act of 1996

DOCKET NO. P-3167,421/M-96-729

Minnesota Public Utilities Commission

1997 Minn. PUC LEXIS 48

March 17, 1997

PANEL:

[*1]

Edward A. Garvey, Chair; Joel Jacobs, Commissioner; Marshall Johnson, Commissioner; Mac McCollar, Commissioner; Don Storm, Commissioner

OPINION:

ORDER APPROVING CONTRACT

PROCEDURAL HISTORY

On December 2, 1996, the Commission issued its ORDER RESOLVING ARBITRATION ISSUES AND INITIATING A US WEST COST PROCEEDING (the Consolidated Arbitration Order) in Docket No. P-442,421/M-96-855; P-5321,421/M-96-909; P-3167,421/M-96-729 (the Consolidated Arbitration Docket). In that Order the Commission required AT&T Communications of the Midwest, Inc. (AT&T), MCImetro Access Transmission Services, Inc. (MCImetro), MFS Communications Company (MFS), and US WEST Communications, Inc. (US WEST) to submit final contracts containing all arbitrated and negotiated terms by January 2, 1997, for Commission review pursuant to 47 U.S.C. @ 252(e). The Order provided that any party objecting to the language in any of the contracts should indicate the basis for the objection in a separate memorandum or brief filed at the same time as the contract.

The Consolidated Arbitration Order also provided a separate process for Commission consideration of any petition for reconsideration. The Commission noted that it "may [*2] consolidate any hearings on reconsideration with the hearings on the contract approval proceeding to ensure the most efficient resolution of the docket." Consolidated Arbitration Order at p. 12.

On December 12, 1996, AT&T and MFS filed petitions for reconsideration.

On December 12, 1996, US WEST filed a petition for reconsideration and a request for a stay of the Consolidated Arbitration Order.

On December 13, 1996, the Department of Public Service (the Department) filed a petition for reconsideration.

On December 23, 1996, MCImetro, MFS, the Department, and the Residential Utilities Division of the Office of Attorney General (RUD-OAG) filed replies to the reconsideration petitions. On the same date, AT&T filed a reply and a motion to strike certain documents included with US WEST's petition for reconsideration.

K. @ XXXI.A, Unbundled Access/Elements -- General Terms

1. The Contract Provision

In this section, US WEST agrees to provide the following unbundled network elements: local loop; local and tandem switches; interoffice transmission facilities; network interface devices; signaling and call-related database facilities; operations support systems functions; and operator and directory [*22] assistance facilities.

The Parties agree that US WEST will not restrict the types of telecommunications services MFS may offer through unbundled elements. US WEST agrees to perform, and MFS agrees to pay for, the functions necessary to combine requested elements in any technically feasible manner either with other elements from US WEST's network, or with MFS's elements.

2. Commission Action

The FCC Interconnection Order at Paragraph 283 states that unbundling of network elements beyond the local loop will be required unless the incumbent can prove to the state commission that: 1) the element is proprietary, or contains proprietary information that will be revealed if the element is provided on an unbundled basis; and 2) a new entrant could offer the same proposed telecommunications service through the use of other, nonproprietary unbundled elements within the incumbent's network.

The FCC Interconnection Order at Paragraph 285 directs the states, "when evaluating unbundling requirements beyond those identified in our minimum list, to consider whether the failure of an incumbent to provide access to a network element would decrease the quality, or increase the financial or [*23] administrative cost of the service a requesting carrier seeks to offer, compared with providing that service over other unbundled elements in the incumbent LEC's network."

In the December 2, 1996 Consolidated Arbitration Order, the Commission found that subloop unbundling will promote competition by allowing the new entrant to use its own loop feeder plant where available and thus avoid paying for a whole loop. The Commission found that US WEST had failed to meet its burden of demonstrating under the FCC Interconnection Order that the subloop should not be unbundled. The Commission required US WEST to subloop unbundle at the feeder distribution interface.

The Commission will require the Parties to insert language in this provision to bring the contract into conformity with federal rules and the decision previously reached by the Commission in the Consolidated Arbitration Order: US WEST must unbundle the following subloop elements: loop distribution; loop concentrator multiplexer; and loop feeder.

L. @ XXXI.B, Unbundled Access/Elements -- Description of Unbundled Elements

1. The Contract Provision

This contract provision includes descriptions of the unbundled [*24] network elements under the contract and the Parties' agreements regarding ordering and maintenance of the elements.

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83RD OPINION of Level 1 printed in FULL format.

In the Matter of the Consolidated Petitions of AT&T
Communications of the Midwest, Inc., MCI Metro Access
Transmission Services, Inc., and MFS Communications Company
for Arbitration with US WEST Communications, Inc. Pursuant
to Section 252(b) of the Federal Telecommunications Act of
1996

DOCKET NO. P-442, 421/M-96-855; P-5321, 421/M-96-909;
P-3167, 421/M-96-729

MINNESOTA PUBLIC UTILITIES COMMISSION

1996 Minn. PUC LEXIS 161

December 2, 1996

PANEL:
[*1]

Joel Jacobs, Chair; Marshall Johnson, Commissioner; Dee Knaak, Commissioner;
Mac McCollar, Commissioner; Don Storm, Commissioner

OPINION:
Erratum Order of December 5, 1996: Reported at: 1996 Minn. PUC LEXIS 188.

ORDER ARBITRATION ISSUES AND INITIATING A US WEST COST PROCEEDING

PROCEDURAL HISTORY

I. THE STATUTORY AND REGULATORY FRAMEWORK FOR THE DEVELOPMENT OF LOCAL
COMPETITION

In 1995, the Minnesota legislature enacted sweeping legislation opening the
local telephone market to competition. Minn. Stat. @ 237.16 imposes a number of
obligations on providers of telephone service to facilitate the development of a
competitive market and to protect the public interest.

On February 8, 1996, the President signed into law the Telecommunications Act of
1996 (the Federal Act or Act). The Act's stated purpose is to provide the
benefits of competition to U.S. citizens by opening all telecommunications
markets to competition. (Conference Report to accompany S. 652). Under the terms
of the Act, a competitive local exchange carrier (CLEC or new entrant) desiring
to provide local exchange service can seek agreements with an incumbent local
exchange carrier (ILEC or incumbent) related to interconnection with the ILEC's
network, the purchase of finished [*2] services for resale and the purchase
of the incumbent's unbundled network elements. 47 U.S.C. @@ 251 (c) and 252 (a).
If the ILEC and the CLEC cannot reach an agreement within the time frame
specified in the Act, either party may petition the State commission to
arbitrate unresolved issues and to order terms consistent with the terms of the
Act. 47 U.S.C. @ 252 (b).

On July 2, 1996, the Federal Communications Commission (FCC) issued an order and
rules related to number portability in its FIRST REPORT AND ORDER AND FURTHER
NOTICE OF PROPOSED RULEMAKING, FCC Docket No. 95-116, FCC 96-286. (FCC Number
Portability Order).

is agreeable to having all work within the FDI performed by US WEST's own technicians. US WEST agrees to respond to a BFR process for each request for subloop unbundling, with the requestor paying for the associated network and systems reconfiguration costs.

2. Applicable Law

The FCC Interconnection Order at Paragraph 283 states that unbundling of additional network elements will be required unless the incumbent can prove to the state commission that: 1) the element is proprietary, or contains proprietary information that will be revealed if the element is provided on an unbundled basis; and 2) a new entrant could offer the same proposed telecommunications service through the use of other, nonproprietary unbundled elements within the incumbent's network.

The FCC Interconnection Order at Paragraph 285 directs the states, "when evaluating unbundling requirements beyond those identified in our minimum list, to consider whether the failure of an incumbent to provide access to a network element would decrease the quality, or increase the financial or administrative cost of the service a requesting carrier seeks to offer, compared with providing that service over [*46] other unbundled elements in the incumbent LEC's network."

3. The Panel's Recommendation

The Panel notes that AT&T and US WEST have reached agreement for a BFR process to handle subloop unbundling. The Panel recommends that MCImetro be entitled to unbundled subloop from the FDI to the customer's NID.

4. Commission Decision

MCImetro has shown that subloop unbundling will promote competition by allowing it to use its own loop feeder plant where available and thus avoid paying for a whole loop. MCImetro has also shown that the sharing of an FDI by incumbents has occurred for years without the degradation of facilities envisioned by US WEST. The Commission also notes that requiring a BFR of AT&T while presuming the unbundling of the subloop for MCImetro would be discriminatory treatment. Finally, and most significantly, US WEST has failed to meet its burden of demonstrating under the FCC Interconnection Order that the subloop should not be unbundled.

The Commission will require US WEST to subloop unbundle at the FDI for all CLECs, pursuant to language in the MCImetro Contract, Att. III, @ 6, part A, @ 13.5, Att. III, @@ 3.4 and 15, with the understanding that any functions [*47] necessary within the FDI shall be performed by US WEST technicians.

C. Connections to the Network Interface Device

1. The Issue

The Network Interface Device (NID), a gray box on the side of a house or in the basement of a building, is the point at which the telephone company's facilities are connected with the inside wiring of the customer premises.

MCImetro and AT&T want to not only connect their own NID with a US WEST NID,

D



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

85TH OPINION of Level 1 printed in FULL format.

In the Matter of AT&T Communications of the Southwest, Inc.'s Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Southwestern Bell Telephone Company. In the Matter of the Petition of MCI Telecommunications Corporation and Its Affiliates, Including MCImetro Access Transmission Services, Inc., for Arbitration and Mediation Under the Federal Telecommunications Act of 1996 of Unresolved Interconnection Issues With Southwestern Bell Telephone Company

Case No. TO-97-40; Case No. TO-97-67

PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

1996 Mo. PSC LEXIS 65; 5 Mo. P.S.C. 3d 274

December 11, 1996

PANEL:

[*1] Zobrist, Chm., McClure, Kincheloe, Drainer, Crumpton, CC.

COUNSEL:

Paul S. DeFord, and Charles W. McKee, Lathrop & Gage, L.C., 2345 Grand Boulevard, Kansas City, Missouri 64108, and N.M. Norton, Jr. and J. Mark Davis, Wright, Lindsey & Jennings, 2200 Worthen Bank Building, 200 West Capitol Avenue, Little Rock, Arkansas 72201-3699, and Gloria Salinas, Attorney, AT&T Communications of the Southwest, Inc., 907 South Congress, Austin, Texas 78704, for AT&T Communications of the Southwest, Inc.

Diana J. Harter, Attorney, Michael Cavell, Attorney, Leo J. Bub, Attorney, and Paul G. Lane, General Attorney (Missouri), Southwestern Bell Telephone Company, 100 North Tucker Boulevard, Room 630, St. Louis, Missouri 63101-1976, for Southwestern Bell Telephone Company.

Carl J. Lumley and Leland B. Curtis, Curtis, Oetting, Heinz, Garrett & Soule, P.C., 130 South Bemiston, Suite 200, Clayton, Missouri 63105, and Stephen F. Morris, Attorney, MCI Telecommunications Corporation, 701 Brazos, Suite 600, Austin, Texas 78701, for MCI Telecommunications Corporation and its affiliates.

Michael F. Dandino, Senior Public Counsel, Office of the Public Counsel, Post Office Box 7800, Jefferson City, Missouri 65102, [*2] for the Office of the Public Counsel and the public.

OPINION:

2ARBITRATION ORDER3

I. 2Procedural History3

This case represents the consolidation of two separate cases in which the applicants filed Petitions For Arbitration pursuant to Section 252(b) of the Telecommunications Act of 1996 (the Act) to establish an interconnection agreement with Southwestern Bell Telephone Company (SWBT). The lead case, Case No. TO-97-40, was filed by AT&T Communications of the Southwest, Inc. (AT&T) on July 29, 1996. The companion case, Case No. TO-97-67, was filed on August 16

MCI and AT&T support SWBT's proposed list of UNEs, with the exception of the cross-connect being a separate UNE. Further, AT&T and MCI contend that SWBT should offer dark fiber, direct access [*8] to the NID and sub-loop unbundling.

The Commission finds that SWBT should make available the following UNEs without restriction: (1) local loops; (2) loop cross-connect; (3) access to the NID; (4) local and tandem switching capability; (5) interoffice transmission facilities; (6) signaling and call related databases; (7) operations support systems functions; and (8) operator services and directory assistance facilities. With regard to Local Service Provider (LSP) testing and monitoring of unbundled elements, there may be disputes which arise concerning test report time lines, procedures, etc.

Therefore, it is appropriate in instances where an LSP uses its own testing and monitoring services to direct SWBT to treat the LSP test reports as its own for purposes of procedures and the time intervals for clearing trouble reports. To fulfill the non-discriminatory principle of the Act, SWBT shall not treat external trouble reports any differently than it treats its own internal trouble reports.

4. Cross-Connect

The two issues which must be resolved are: (1) whether there should be a separate UNE for the cross-connect and (2) whether SWBT's proposed cross-connect design should include [*9] testing equipment. SWBT contends a separate cross-connect element is required. Absent a separate cross-connect element, SWBT maintains that the LSPs would have no way of connecting the LSP facilities with SWBT's switch. MCI and AT&T acknowledge there are different types of cross-connects with different costs, however they maintain the costs should be recovered on an average basis as part of the unbundled element being provided, and not as a separate unbundled element.

The Commission finds that SWBT should offer the cross-connect as a separate unbundled element, available with and without testing equipment. The Commission will follow its decision in *In re MFS Arbitration Petition with SWBT*, Case No. TO-97-23, which established different prices for different types of cross-connects, thus effectively designating the cross-connect as a UNE.

5. Sub-Loop Unbundling

Should SWBT be required to offer sub-loop unbundling? The availability of an unbundled sub-loop element to LSPs produces economical options for the LSP.

The Commission finds SWBT should provide access to the following sub-loop elements: (1) loop distribution plant; (2) loop concentrator/multiplexer; and (3) [*10] loop feeder. Rates for the aforesaid sub-loop elements should be developed based on the TELRIC costing principles which are standard in this proceeding, and submitted to the Commission for approval. Because no interim rates exist for sub-loop unbundling and an interim rate of zero would not be appropriate since there are significant costs involved SWBT should submit cost studies to the Commission within 45 days of the issue date of this order.

6. Dark Fiber

E

89TH OPINION of Level 1 printed in FULL format.

Petition of MCI Telecommunications Corporation, Pursuant to
Section 252(b) of the Telecommunications Act of 1996, for
Arbitration to Establish an Intercarrier Agreement between
MCI and New York Telephone Company

CASE 96-C-0787

New York Public Service Commission

1998 N.Y. PUC LEXIS 99

February 13, 1998

PANEL:

[*1] COMMISSIONERS PRESENT: John F. O'Mara, Chairman; Maureen O. Helmer;
Thomas J. Dunleavy

OPINION:

At a session of the Public Service Commission held in the City of Albany on
January 21, 1998

ORDER REQUIRING PROVISION OF NETWORK ELEMENTS

(Issued and Effective February 13, 1998)

BY THE COMMISSION:

In the approval of the interconnection agreement between New York Telephone
Company d/b/a Bell Atlantic-NY (New York Telephone) and MCI Metro Access
Transmission Services, Inc. (MCI), pursuant to the Telecommunications Act of
1996 (the Act), two items required further filings by the parties. n1 First, New
York Telephone was required to provide revised service quality standards as to
those aspects of the service quality requirements in the interconnection
agreement it asserted were infeasible. Second, MCI was required to submit an
additional justification for its request that New York Telephone provide it
subloop unbundling, in light of the standards established in the ruling by the
United States Court of Appeals for the Eighth Circuit in October 1997. n2

- - - - -Footnotes- - - - -

n1 Case 96-C-0787, Order Approving Interconnection Agreement, Rejecting Portions
Thereof, and Granting Reconsideration (issued October 1, 1997) (the Approval
Order). [*2]

n2 Iowa Utility Board v. FCC, 120 F.3d 753 (1997).

- - - - -End Footnotes- - - - -

New York Telephone, by letter dated October 3, 1997, concludes that no
substitutions are necessary in the technical standards in light of our statement
of the principle of parity. New York Telephone is satisfied that the referenced
technical standards meet the requirements for reasonably objective measures of
network performance criteria which New York Telephone generally provides to
itself and therefore is obligated to provide to MCI under the parity standard
embodied in the interconnection agreement.

Although the FCC declined to require unbundling of subloop elements, n1 it concluded that "the technical feasibility of subloop unbundling is best addressed at the state level on a case-by-case basis at this time." n2 Indeed, the FCC encouraged states "to pursue subloop unbundling in response to requests for subloop elements by competing providers." n3 In light of the potential value of subloop unbundling for an increase in the construction of local facilities in New York, MCI's petition that New York Telephone be required to provide [*6] subloop unbundling is granted; New York Telephone's Bona Fide Request process should be employed to establish the terms and conditions of this provision.

- - - - -Footnotes- - - - -

n1 FCC First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, et al., FCC 96-325 (issued August 8, 1996) (Local Competition Order).

n2 Local Competition Order, P391.

n3 Local Competition Order, P391, n. 851.

- - - - -End Footnotes- - - - -

The parties should submit for approval a modification of their interconnection agreement implementing this determination.

EMERGENCY SAPA ADOPTION

Although a State Administrative Procedure Act (SAPA) notice has not been filed in this phase of this proceeding, and thus the statutory comment period has not expired, implementation of this determination is justified pursuant to SAPA @ 202(6) to further competition in New York's local exchange market. Therefore, timely action is being taken as an emergency measure under SAPA, and is necessary to preserve the general [*7] welfare of New York.

The Commission orders:

1. New York Telephone is required to provide unbundled subloop elements to MCI, on terms and conditions, including an appropriate mechanism to assign MCI its fair share of implementation costs, established pursuant to its Bona Fide Request procedures.
2. Within 15 days of the issuance of this order, parties are required to submit, for Commission approval, a conforming modification of their interconnection agreement.
3. This order is adopted as an emergency measure pursuant to @ 202(6) of the State Administrative Procedure Act.
4. This proceeding is continued.

By the Commission

F

**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR
INTERCONNECTION, UNBUNDLING AND RESALE
PROVIDED BY BELL SOUTH TELECOMMUNICATIONS, INC. IN THE STATE OF
GEORGIA**

Pursuant to 47 U.S.C. § 252(f), BellSouth Telecommunications, Inc. ("BellSouth") makes the following terms and conditions generally available for the purposes of fulfilling its obligations under 47 U.S.C. §§ 251, 252(d) and 271. This Statement of Generally Available Terms and Conditions ("Statement") shall remain in effect for two (2) years from the date of approval by the Georgia Public Service Commission. The filing of this Statement does not change or diminish BellSouth's willingness to negotiate individual agreements with Alternative Local Exchange Carriers. BellSouth has negotiated agreements with numerous ALECs. These agreements are open to inspection, and provide examples of detailed contractual language that has been used by BellSouth and other carriers. These agreements may be utilized by other parties.

This Statement uses the following abbreviations throughout:

A. ALEC means an alternative local exchange carrier certificated by the Georgia Public Service Commission to offer and/or provide local telecommunications services in Georgia.

B. Commission means the Georgia Public Service Commission.

C. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. § 1, *et seq.*).

I. Interconnection (47 U.S.C. 251(b)(5) § 251(c)(2), § 251(c)(6), § 252(d)(1),(2), § 271(c)(2)(B)(i))

BellSouth provides CLECs interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

A. Local Traffic. Local traffic means calls between two or more Telephone Exchange service users where both Telephone Exchange Services bear NPA-NXX designations associated with the same BellSouth local calling area or other authorized area (e.g., Extended Area Service Zones in adjacent local calling areas). Local traffic includes the traffic types that have been traditionally referred to as "local calling" and as "extended area service." All other traffic that originates and terminates between end users within a LATA boundary is toll traffic. In no event shall the Local Traffic area for purposes of local call termination billing between the parties be decreased. No company shall represent Exchange Access traffic as Local Interconnection traffic.

BELLSOUTH PROPOSED RATES - GEORGIA

CHECK LIST		PROPOSED RATES		
ITEM NUMBER	RATE ELEMENT	RATE PER YEAR	NONRECURRING	
3. Access to Poles	Access to Poles, Ducts, Conduits & Rights of Way *			
Ducts, Conduits	- Poles	\$ 4.20		
and Rights of Way	- Conduits, per foot	\$ 0.56		
	- Work performed by BellSouth employees as developed in accordance with FCC Accounting Rules		Loaded labor rate as developed in accordance with FCC Accounting Rules for work performed by BST employees	
			PROPOSED RATES	
		MONTHLY		
		RECURRING	NONRECURRING	
4. Local Loop	Unbundled Exchange Access Loops *			
Transmission	- 2 Wire Analog Voice Grade Loop	\$ 14.22	\$ 50.00	
	- 4 Wire Analog Voice Grade Loop	\$ 22.75	\$ 75.00	
	- 2 Wire ISDN Digital	\$ 14.22	\$ 50.00	
	- 2 Wire ADSL	\$ 14.22	\$ 50.00	
	- 4 Wire ADSL	\$ 22.75	\$ 75.00	
	- 4 Wire HDSL	\$ 22.75	\$ 75.00	
	- 4 Wire DS1 Digital Grade Loop	\$ 117.00	\$ 665.00	- First
			\$ 315.00	- Add'l
"	Loop Distribution *, (1)			
	Per Line, per month	\$ 8.34		
	Nonrecurring Charges		\$ 587.00	- First
			\$ 255.00	- Add'l
"	Loop Cross Connects *			
	- 2 Wire Cross Connect	\$ 0.30	\$ 12.60	
	- 4 Wire Cross Connect	\$ 0.50	\$ 12.60	
	- DS1 Cross Connect	\$ 8.00	\$ 155.00	- First
			\$ 27.00	- Add'l
	- DS3 Cross Connect	\$ 72.00	\$ 155.00	- First
			\$ 27.00	- Add'l
"	Loop Concentration (inside C.O.) *			
	Loop Channelization System	\$ 400.00	\$ 525.00	
	Per Circuit	\$ 1.15	\$ 8.00	
"	Network Interface Device	\$ 0.53		
5. Local Transport	Local Transport			
	Common Transport *			
	- Per LEG, per mou	\$ 0.00067		
	- Facility Termination, per mou	\$ 0.00		
	Dedicated Transport, DS0 equivalent *			
	- Per LINK	\$ 4.38	\$ 24.01	
	- Facility Termination, per mou	\$ 0.00	\$ 0.00	
	Dedicated Transport - DS1 Level *			
	- Per LINK	\$ 105.12	\$ 100.49	
	- Facility Termination	\$ 0.00	\$ 0.00	
	Tandem Switching, per mou *	\$ 0.0017		
* Indicates rates subject to true-up.				
Note(s):				
(1) Applies only to 2 Wire Analog Loops.				

G

**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR
INTERCONNECTION, UNBUNDLING AND RESALE
PROVIDED BY BELL SOUTH TELECOMMUNICATIONS, INC. IN THE STATE OF
LOUISIANA AS MODIFIED BY LOUISIANA PUBLIC SERVICE COMMISSION
ORDER NOS. U-22252-A AND U-22022/22093-A**

Pursuant to 47 U.S.C. § 252(f), BellSouth Telecommunications, Inc. ("BellSouth") makes the following terms and conditions generally available for the purposes of fulfilling its obligations under 47 U.S.C. §§ 251, 252(d) and 271. This Statement of Generally Available Terms and Conditions ("Statement") shall remain in effect for two (2) years from the date it takes effect under 47 U.S.C. § 252(f) following review by the Louisiana Public Service Commission. This Statement shall be subject to revision to the extent necessary to comply with any legislative, regulatory or judicial orders or rules that affect the rights and obligations created by this Statement. The filing of this Statement does not change or diminish BellSouth's willingness to negotiate individual agreements with Competitive Local Exchange Carriers. BellSouth has negotiated agreements with numerous Competitive Local Exchange Carriers. These agreements are open to inspection, and provide examples of detailed contractual language that has been used by BellSouth and other carriers. These agreements may be utilized by other parties.

This Statement uses the following abbreviations throughout:

A. CLEC means a competitive local exchange carrier certificated by the Louisiana Public Service Commission to offer and/or provide local telecommunications services in Louisiana.

B. Commission means the Louisiana Public Service Commission.

C. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. § 1, *et seq.*).

I. Interconnection (47 U.S.C. 251(b)(5) § 251(c)(2), § 251(c)(6), § 252(d)(1),(2), § 271(c)(2)(B)(i))

BellSouth provides CLECs interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

A. Local Traffic. Local traffic means calls between two or more Telephone Exchange service users where both Telephone Exchange Services bear NPA-NXX designations associated with the same BellSouth local calling area or other authorized area (e.g., Extended Area Service Zones in adjacent local calling areas). Local traffic

BellSouth Price List - Louisiana

Cost Ref. #	List Item	Rate Element	Recurring	Connect Charges			Disconnect Charges		
				Nonrecurring	First	Additional	Nonrecurring	First	Additional
A.0	4	Unbundled Local Loop							
A.1		2-Wire Analog Voice Grade Loop							
A.1.1		2-wire analog voice grade loop - svc level 1	19.35		40.69	29.96		11.48	3.36
A.1.2		2-wire analog voice grade loop - svc level 2	22.84		99.69	74.73		28.73	18.87
A.1.3		2-wire analog voice grade loop - svc level 1 - manual order coordination			34.90	34.90		8.77	8.77
A.1.4		2-wire analog voice grade loop - svc level 1 - order coordination for specified conversion time		32.77					
A.1.5		2-wire analog voice grade loop - svc level 2 - order coordination for specified conversion time		32.77					
A.2		Sub-Loop 2-Wire Analog							
A.2.1		Loop Feeder Per 2-Wire Analog Voice Grade Loop	9.90		197.61	162.77		74.27	39.44
A.2.2		Loop Distribution Per 2-Wire Analog Voice Grade Loop	12.29		197.76	163.60		71.20	37.03
A.2.3		Loop Concentration - Channelization System (Outside CO)	402.00		618.57	270.40		198.30	48.24
A.2.4		Loop Concentration - Remote Terminal Cabinet (Outside CO)	ICB						
A.2.5		Loop Concentration - Remote Channel Interface - 2-Wire Voice Grade (Outside CO)	1.02		8.99	8.97		4.49	4.48
A.2.6		NID per 2-wire analog voice grade loop	1.09		2.02	2.02		2.01	2.01
A.2.7		Loop Concentration - Channelization System - Incremental Cost - Manual Svc Order vs. Electronic			18.14	8.06	11.41		
A.2.8		Sub-Loop Feeder - Order Coordination for Specified Conversion Time		32.77					
A.2.9		Sub-Loop Distribution - Order Coordination for Specified Conversion Time		32.77					

H

DRAFT
STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR
INTERCONNECTION, UNBUNDLING AND RESALE
PROVIDED BY BELL SOUTH TELECOMMUNICATIONS, INC. IN THE STATE OF
TENNESSEE

Pursuant to 47 U.S.C. § 252(f), BellSouth Telecommunications, Inc. ("BellSouth") makes the following terms and conditions generally available for the purposes of fulfilling its obligations under 47 U.S.C. §§ 251, 252(d) and 271. This Statement of Generally Available Terms and Conditions ("Statement") shall remain in effect for two (2) years from the date it takes effect under 47 U.S.C. § 252(f) following review by the Tennessee Regulatory Authority. The filing of this Statement does not change or diminish BellSouth's willingness to negotiate individual agreements with competing local exchange carriers. This Statement is subject to revision to the extent necessary to comply with any legislative, regulatory or judicial order or rule that affects the rights and obligations created by this Statement. BellSouth has negotiated agreements with numerous competing local exchange carriers. These agreements are open to inspection, and provide examples of detailed contractual language that has been used by BellSouth and other carriers. These agreements may be utilized by other parties.

This Statement uses the following abbreviations throughout:

- A. Authority means the Tennessee Regulatory Authority.
 - B. CLEC means a competing local exchange carrier certificated by the Tennessee Regulatory Authority to offer and/or provide local telecommunications services in Tennessee.
 - C. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. § 1, *et seq.*).
- I. **Interconnection** (47 U.S.C. 251(b)(5) § 251(c)(2), § 251(c)(6), § 252(d)(1),(2), § 271(c)(2)(B)(i)

BellSouth provides CLECs interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

- A. Local Traffic. Local traffic means calls between two or more Telephone Exchange service users where both Telephone Exchange Services bear NPA-NXX designations associated with the same BellSouth local calling area or other authorized area (e.g., Extended Area Service Zones in adjacent local calling areas). Local traffic

Tennessee Rate List

Statement of Generally Available Terms and Conditions

Attachment A

✓ LIST ITEM	RATE ELEMENT	PROPOSED RATES *				
		NON RECURRING				RECURRING
		ELECTRONIC		MANUAL		
		First	Add'l	First	Add'l	
4	UNBUNDLED LOCAL LOOP					
	2-WIRE VOICE GRADE LOOP					
	2-Wire - Service Level 1	75.17	48.55	115.77	60.03	23.21
	2-Wire - Service Level 2	183.78	134.02	224.38	145.50	26.81
	2-Wire Voice Grade Loop - Service Level 1 - Manual Order Coordination	62.64	62.64	62.64	62.64	N/A
	2-Wire Voice Grade Loop - Service Level 1 - Order Coordination For Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	2-Wire Voice Grade Loop - Service Level 2 - Order Coordination For Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	SUB-LOOP 2-WIRE					
	Loop Distribution Per Voice Grade Loop (incl. NID)	390.17	293.26	430.77	304.74	13.10
	Loop Concentration - Channelization System - Outside C.O.	1184.00	468.85	1224.02	480.33	382.68
	Loop Concentration Remote Terminal Cabinet - Outside C.O. (Note 1)	ICB	ICB	ICB	ICB	ICB
	Loop Concentration - Remote Channel Interface - Outside C.O.	N/A	N/A	18.89	18.84	1.02
	NID Terminates 2-Wire Loop	5.48	5.48	46.08	16.96	1.45
	Sub-Loop Distribution - Order Coordination for Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	LOOP CHANNELIZATION AND CO INTERFACE (INSIDE CO)					
	Loop Channelization System - Digital Loop Carrier	433.98	106.03	474.00	117.51	358.70
	CO Channel Interface - Voice Grade	35.95	35.71	35.95	35.71	1.03
	4-WIRE VOICE GRADE LOOP					
	Voice Grade Loop	390.96	293.45	431.24	304.93	37.12
	NID Terminates 4-Wire Loop	5.42	5.42	45.70	16.90	1.59
	Voice Grade Loop - Order Coordination for Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	2-WIRE ISDN DIGITAL GRADE LOOP					
	ISDN Digital Grade	431.02	308.62	471.62	320.10	30.86
	NID Terminates 2-Wire Loop	5.48	5.48	46.08	16.96	1.45
	ISDN Loop - Order Coordination for Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) LOOP					
	ADSL Compatible Loop	610.28	516.13	650.88	527.61	19.57
	NID Terminates 2-Wire Loop	5.48	5.48	46.08	16.96	1.45
	ADSL Loop - Order Coordination for Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) LOOP					
	HDSL Compatible Loop	610.28	516.13	650.88	527.61	14.27
	NID Terminates 2-Wire Loop	5.48	5.48	46.08	16.96	1.45

* Rates are those submitted by BellSouth in Dkt. 97-01262. BellSouth recognizes that the TRA has not approved those prices. Any changes made by the TRA to the rates will also be made in BellSouth's Statement.